

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**IN RE:**

**Tamera A. Nelson,**

**DEBTOR.**

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**Case No. 17-10432-JDL  
Chapter 13**

**AMENDED MOTION REQUESTING RELIEF FROM STAY,  
MOTION FOR RELIEF FROM CO-DEBTOR STAY,  
MOTION FOR ORDER OF ABANDONMENT,  
NOTICE OF OPPORTUNITY FOR HEARING  
AND REQUEST FOR WAIVER OF 14 DAY STAY PER RULE 4001(a)(3)**

GMAC Inc., n/k/a Ally Financial Inc. (ALLY), Creditor in the above-styled and numbered cause, pursuant to 11 U.S.C. §§362(d), 1301 and 554, hereby moves this Honorable Court for an Order granting ALLY relief from the stay, relief from co-debtor stay, abandonment and waive the fourteen (14) day stay per rule 4001(a)(3), for the reasons and upon the grounds that:

1. That ALLY is the holder of a duly perfected security interest in the following described vehicle as shown by the copy of the Retail Installment Sale Contract and the copy of the Oklahoma Lien Entry Form which has been duly filed with the appropriate state agency and attached hereto:

**2014 Nissan Altima – VIN #1N4AL3APXEN383406**

2. ALLY would state that the unpaid balance due upon said vehicle is the sum of \$17,851.16. That the Debtor and co-debtor Terry Nelson, are in default by reason of failure of said Debtor and co-debtor Terry Nelson to pay the said monthly payments due upon said vehicle and as such said vehicle continues to depreciate without compensation to this Creditor. That the contract is currently due for the December 29, 2016 payment. For the foregoing reasons, there is sufficient cause to modify the automatic stay and the co-debtor stay under 11 U.S.C. §362(d)(1) and 1301.

3. Although no formal appraisal of said vehicle has been made, the Movant alleges that there is no equity in said vehicle for the estate of the Debtor, and that the outstanding balance due upon said vehicle is in excess of the value of said vehicle. Furthermore, that said vehicle is a burdensome asset of the estate and should be abandoned. That it would be appropriate for the Court

to enter an Order Lifting the Automatic Stay provided by 11 U.S.C., Section 362(d) and an Order Lifting co-debtor stay provided by 11 U.S.C., Section 1301 and further that the property be abandoned pursuant to 11 U.S.C., Section 554.

4. Debtor's Proposed Chapter 13 Plan provides for the surrender of the vehicle to ALLY.

5. Under Fed. R. Bankr. P. 4001(a)(3), an order granting stay relief on this Motion would be stayed "until the expiration of 14 days after the entry of the order, unless the court orders otherwise." Good cause exists to "order otherwise" as the Debtor and co-debtor Terry Nelson are not paying the monthly payments for said vehicle and said vehicle is continuing to depreciate without compensation to ALLY. Movant is asking the Court to waive the statutory period pursuant to Fed. R. Bankr. P. 4001(a)(3).

6. Movant further alleges that said vehicle above mentioned is currently not being used or will not be needed for the purpose of carrying on the business of the Debtor or to effectuate a Plan which may be purposed in this proceeding.

7. That ALLY has been stayed from enforcing its rights under said security agreement since the filing of this case on February 15, 2017. That said vehicle is continuing to depreciate without compensation to ALLY and by reason thereof, ALLY is entitled to adequate protection which can only be provided by an Order Lifting the Automatic Stay and co-debtor stay imposed upon ALLY and thereby permitting it to obtain possession of its collateral for the purpose of foreclosure of its security interests.

#### **NOTICE OF OPPORTUNITY FOR HEARING**

Your rights may be affected. You should read this document carefully and consult your attorney about your rights and the effect of this document. If you do not want the Court to grant the requested relief, or you wish to have your views considered, you must file a written response or objection to the requested relief with the Clerk of the United States Bankruptcy Court for the Western District of Oklahoma, 215 Dean A. McGee Ave., Oklahoma City, OK 73102, no later than twenty (20) days from the date of filing of this request for relief. You should also mail a file-stamped copy of your response or objection to the undersigned Movant's attorney [and others who are required to be served] and file a certificate of service with the Court. If no response or objection is timely filed the Court may grant the requested relief without a hearing or further notice. The 20-

day period includes the three (3) days allowed for mailing provided for in Rule 9006(f) Fed. R. Bankr. P.

**WHEREFORE**, ALLY prays the Court enter an Order lifting the Automatic Stay pursuant to 11 U.S.C. §362, an Order lifting co-debtor stay pursuant to 11 U.S.C. § 1301 to permit Movant to foreclose its security interest therein as provided by law; that the fourteen (14) day stay imposed by Fed. R. Bankr. P. 4001(a)(3) be waived; require abandonment pursuant to 11 U.S.C. § 554; and that ALLY may have such other and further relief to which it may be entitled.

**KIVELL, RAYMENT AND FRANCIS, P.C.**

s/ Michael George

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**ATTORNEYS FOR CREDITOR**

**CERTIFICATE OF MAILING**

I hereby certify that on March 31, 2017, I mailed via U.S. Mail, first class, postage prepaid and properly addressed, a true and correct copy of the above and foregoing Motion to those parties listed on the matrix attached hereto and to co-debtor listed below.

Terry Nelson  
17208 Aragon Ln  
Oklahoma City, OK 73170

Terry Nelson  
1409 Cliffs Ct.  
Elk City, OK 73644

s/ Michael George  
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Michael George, OBA#22570